

United States District Court
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

AMS SENSORS USA INC. f/k/a	§	
TEXAS ADVANCED OPTOELECTRONIC	§	
SOLUTIONS, INC.	§	Civil Action No. 4:08-cv-00451
	§	Judge Mazzant
v.	§	
	§	
RENESAS ELECTRONICS AMERICA	§	
INC. f/k/a INTERSIL CORPORATION	§	

VERDICT OF THE JURY

In answering the following questions and completing this Verdict Form, you are to follow all the instructions I have given you in the Court's Final Jury Instructions. Your answers to each question must be **unanimous**. Some of the questions contain legal terms that are defined and explained in detail in the Final Jury Instructions. You should refer to and consider the Final Jury Instructions as you answer the questions in this Verdict Form.

As used herein, the following term has the following meaning:

- The trade secret is defined as “a structure that includes *both* a 1:1 ratio of shielded to unshielded wells *and* interleaving of the wells in that ratio, *i.e.*, repetition of the 1:1 ratio in an alternating pattern (requiring more than one set of wells).”
- The “Primary Products” include: the ISL29001, ISL29002, ISL29003, ISL29004, ISL29010, ISL29012, ISL29013, and ISL76683.
- The “Derivative Products” or “Next-Generation Products” include: the ISL29006, ISL29007, ISL29008, ISL29009, ISL29011, ISL29015, ISL29018, ISL29020, ISL29023, ISL29101, ISL29102.

IT IS VERY IMPORTANT THAT YOU FOLLOW THE
INSTRUCTIONS PROVIDED IN THIS VERIDCT FORM.

READ THEM CAREFULLY AND
ENSURE YOUR VERDICT COMPLIES WITH THEM.

We, the Jury, find as follows:

QUESTION 1: DISGORGEMENT FOR TRADE SECRET MISAPPROPRIATION

- a. What date did the trade secret become properly accessible to the Defendant?

Jan³⁰ 2006

- b. How long was the “head-start” period, in days and/or months?

26 months

- c. What amount of Defendant’s profits on the ISL29003 should be disgorged from Defendant for its use of the trade secret and paid to Plaintiff? Please write the amount, if any, in dollars.

\$ 8,546,000

Please proceed to the next question.

**QUESTION 2: EXEMPLARY DAMAGES FOR TRADE SECRET
MISAPPROPRIATION**

What sum of money, if any, if paid now in cash, should be assessed against Defendant and awarded to Plaintiff as exemplary damages, for Defendant's fraud, malice, or gross negligence in misappropriating Plaintiff's trade secret? Please write the amount in dollars.

\$ 64,000,000

Please proceed to the next question.

QUESTION 3: REASONABLE ROYALTY FOR BREACH OF CONTRACT

What sum of money, if paid now in cash, would fairly and reasonably compensate Plaintiff as a reasonable royalty from Defendant's breach of the June 3, 2004 Confidentiality Agreement?

\$ 6,701,743 For the "Primary Products"

\$ 6,637,693 For the "Derivative Products" or
"Next-Generation" Products

Please proceed to the Final Page of the Verdict Form.

FINAL PAGE OF THE JURY VERDICT FORM

You have now reached the end of the Verdict Form and should review it to ensure it accurately reflects your **unanimous** determinations. The jury foreperson should then sign and date the Verdict Form in the spaces below. Once this is done, notify the Court Security Officer that you have reached a verdict. The jury foreperson should keep the Verdict Form and bring it when the jury is brought back into the courtroom.

Dated: 4/16/21 Jury Foreperson: